

EXHIBIT 15

The 30(b)(6) Deposition of
ENOCHIAN BIOSCIENCES DENMARK ApS

Through
LUISA PUCHE

In the Matter of
ROBERT WOLFE, ET AL

versus
ENOCHIAN BIOSCIENCES INC., ET AL

Taken On
JUNE 24, 2022



30(b)(6)

UNITED STATES DISTRICT COURT
DISTRICT OF VERMONT

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CASE NO.: 2:21-cv-00053

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ROBERT WOLFE AND CROSSFIELD, INC.

VERSUS

ENOCHIAN BIOSCIENCES INC., ET AL

* * * * *

The 30(b)6 deposition of ENOCHIAN BIOSCIENCES
DENMARK ApS, through it's representative LUISA PUCHE,
taken in connection with the above-captioned cause,
pursuant to the following stipulations at a
videoconference deposition taken on the 24th of
June 2022, beginning at 10:45 a.m.

BEFORE:

Caitlyn J. Connelly, CCR, CVR

Certified Court Reporter

In and for the State of Louisiana

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1 and then Robert Wolfe's termination.

2 A. Yes.

3 Q. In this -- in this document, it's talking about
4 the consulting agreement between Robert Wolfe
5 and Enochian BioSciences Denmark. As Enochian
6 BioScience Incorporated US, is it your position
7 as a company, that there was a contract with
8 Robert Wolfe?

9 MR. VALENTE:

10 Objection.

11 A. It's my understanding there was a consulting
12 agreement.

13 BY MR. MCCABE:

14 Q. Was that consulting agreement with one company
15 or both companies?

16 MR. VALENTE:

17 I'll object, but go ahead.

18 A. I believe it was with Denmark, but it was to
19 serve both companies as CFO.

20 BY MR. MCCABE:

21 Q. In that agreement, was there different duties
22 and obligations Robert Wolfe and Crossfield
23 owed to the different companies?

24 A. In my review of that contract, I did not think
25 so. It describes him to be CFO for both, and

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1 that it enumerated his responsibilities. Or at
2 least -- there's never a exhaustive list, but
3 the main duties.

4 Q. So it's Enochian BioSciences US's position
5 that, that contract applied equally to both
6 companies?

7 A. Yes.

8 Q. In -- from your earlier deposition your, I
9 guess -- is the company aware that a Vermont
10 Superior Court ruled differently?

11 A. I'd have to see the document for the exact
12 verbiage you're asking for.

13 Q. Give me one second, let me pull another
14 document up.

15 You can refresh, please.

16 (Exhibit 3 was marked for
17 identification.)

18 A. Sorry, just having a little trouble finding it.
19 I have the document up.

20 BY MR. MCCABE:

21 Q. Okay. I'm going to direct you to -- it's the
22 paging of the document. So starting on the
23 bottom of the second page, we have 1 to page 6
24 of the document.

25 A. Okay.

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1 MR. VALENTE:

2 Objection, but go ahead.

3 A. I believe the board of directors of Enochian
4 Inc., looks at the company as a totality. So I
5 don't know that it made a distinction, but
6 rather it's part of the organizational
7 structure.

8 BY MR. MCCABE:

9 Q. Do you know if the board ever considered the
10 contract with Enochian -- Robert Wolfe having
11 different duties between the two Enochian
12 entities?

13 A. It's my understanding that it was the same
14 duties for both, and that the contract covered
15 both entities.

16 Q. I'm going to share a new exhibit.

17 (Exhibit 4 was marked for
18 identification.)

19 A. Okay.

20 BY MR. MCCABE:

21 Q. Excuse me. If you could refresh, please?

22 A. Sure. Okay.

23 Q. I believe this was attached to one of
24 Enochian's filings in the State Court action.
25 It's a 2019 Enochian board calendar, that's

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1 it's attorney-client privileged, if it's
2 from the lawyers, that's protected.

3 BY MR. MCCABE:

4 Q. So for clarification, it's not the information
5 coming from the attorneys, it's the information
6 coming from Mark Dybul, Evelyn D'An, Henrik and
7 Rene.

8 A. I don't recall a formal meeting. So without
9 going through all my emails, I think it was
10 piecemeal.

11 Q. Is it fair to say that each of them were
12 contacting you either through email or through
13 phone, and communicating about the underlying
14 facts of that litigation?

15 MR. VALENTE:

16 And objection. To the extent there's
17 attorney-client communications involved,
18 just don't -- don't share those. You can
19 answer the question otherwise.

20 A. My recollection is that it was email and phone
21 calls.

22 BY MR. MCCABE:

23 Q. Within those emails and phone calls, was there
24 ever -- or do you recall people bringing up an
25 irreparable harm?

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1 MR. VALENTE:

2 Objection, to the extent that the
3 contents of those communications are
4 privileged. And in particular, because
5 that's a legal term, I'm going to object
6 and -- and instruct the witness not to
7 answer on attorney-client privilege
8 grounds.

9 BY MR. MCCABE:

10 Q. In those communications, were people -- were --
11 the people giving you information, was there a
12 communication about negative things that would
13 happen because of what Robert -- because of
14 Robert Wolfe's disclosure?

15 A. The general theme is that it was confidential
16 information that shouldn't be put out in the
17 public, and if so, it could cause harm. Or --

18 Q. Was there a spec -- sorry, go ahead.

19 A. Never mind. I was going to say, that or any
20 other confidential information he had. At that
21 point, we weren't sure what he would put out,
22 so it was important. The confidentiality
23 component is -- was the key to people's
24 concerns.

25 Q. Was it more a concern of what had been

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1 disclosed or what could be disclosed?

2 A. I would say both.

3 (Technical difficulties.)

4 MR. VALENTE:

5 Are you frozen, Dan?

6 THE WITNESS:

7 I think he is.

8 MR. VALENTE:

9 Is the court reporter on? Are we
10 frozen or is Mr. McCabe frozen?

11 THE COURT REPORTER:

12 I'm here. He seems to be frozen.

13 MR. VALENTE:

14 Got it. Okay, I appreciate that.

15 Mr. McCabe, are you -- Dan, are you
16 there?

17 THE COURT REPORTER:

18 Not yet, he's still frozen for me.

19 THE VIDEOGRAPHER:

20 All right. Let's go off the record.
21 Time is 12:00 p.m. We're off the record.

22 (Off the record.)

23 THE VIDEOGRAPHER:

24 We're back on the record, time is
25 12:49 p.m.

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1 which meetings took place. I know for a lot of
2 companies, March of 2020, there was a lot of
3 emergency meetings because of COVID. So the
4 corresponding times, I'm trying to figure out
5 if any decision would've been made at a special
6 meeting, if it occurred.

7 A. I don't recall a special meeting. I'd have to
8 look at minutes to see when the meetings
9 occurred during that time period.

10 Q. Do you know when the board decided to stop the
11 Vermont litigation, was there any sort of cost
12 benefit analysis of continuing it?

13 A. Define cost benefit analysis. Like you mean
14 some calculation somewhere, or just a general
15 --

16 Q. Just a general, why the board at that point
17 decided to stop the litigation?

18 A. Right. So it's my understanding that the --
19 because of all of the economic disruption and
20 uncertainty that there was surrounding the
21 COVID situation, and trying to maximize our
22 funding to focus on scientific endeavors, and
23 the fact that we weren't anywhere close to
24 settling, the company felt that it was in it's
25 best interest to stop pursuing this case due to

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1 time, effort and money.

2 Q. Was the board concerned about Robert Wolfe
3 disclosing more confidential information at
4 that point?

5 A. Well, when you say "at that point," do you mean
6 that they weren't concerned about it before?

7 Q. Earlier in your testimony -- I'm not trying to
8 characterize this incorrectly, I'm just
9 bringing you back to before the break.

10 A. Uh-huh.

11 Q. My understanding was your communications with
12 the board members prior to the Vermont
13 litigation being filed, was -- the concern was
14 two parts. One, was Serhat Gumrukcu's safety,
15 and the other was disclosure of confidential
16 information.

17 A. Correct.

18 Q. At the time the board decided to discontinue
19 the litigation, were they less concerned about
20 the disclosure of confidential information?

21 A. I don't think that the confidential information
22 ever became less worrisome. It's just that
23 there are times where you have to make business
24 decisions to move forward with something or to
25 stop something. And because of the economic

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1 uncertainty and all the other issues
2 surrounding COVID with business disruption,
3 they just felt that it was appropriate to try
4 to move forward and not continue to pursue
5 this.

6 Q. Was there significant concerns for Serhat
7 Gumrukcu's safety at that point?

8 A. Well, I think based on their decision to pay
9 for security, there's always been a safety
10 concern.

11 Q. I'm sorry, let me rephrase the question.
12 Serhat's safety was a concern at the time of
13 the initial filing. But the decision to
14 discontinue the Vermont case, was there still a
15 concern that Robert Wolfe's disclosure would
16 put Serhat's safety in danger?

17 A. I don't think that position changed. It's
18 about the pursuit of the legal case that
19 changed. I think that the company still felt
20 that they had good standing for what they
21 originally initiated. It's just sometimes you
22 just have to -- business decisions require you
23 to make tough decisions. And this was one of
24 them. They felt that the money spent -- to
25 discontinue -- to discontinue the money that is

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1 continuing to be spent, and to focus on things
2 that were more important to the future of the
3 organization.

4 Q. And do you have any estimate about how much
5 money was spent on the Vermont litigation?

6 A. The first one?

7 Q. Yes.

8 A. Don't hold me to it, but close to around
9 \$300,000, give or take.

10 Q. Since -- I'm sorry. I took a drink and then
11 interrupted you taking one. Since the Orange
12 County litigation was dismissed, has there been
13 any specific harm that's occurred because of
14 the disclosure in the Danish complaint?

15 A. Harm to whom?

16 Q. Harm to Enochian BioSciences US.

17 A. Well, I think that our position is that any
18 confidential information that's put out in the
19 public domain is harmful to us, because it can
20 never be taken back. So that harm wouldn't
21 really go away one way or the other. I mean
22 the harm's been done, right?

23 Q. So if we say that the harm was the disclosure,
24 was there any other specific harm that flowed
25 from the disclosure, any time after the Orange

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1 County dismissal?

2 A. Outside of what I just said, I'm not personally
3 aware or have knowledge or something that I can
4 point to.

5 Q. Can you point to anything during the pendency
6 of the Orange County litigation?

7 A. I'm sorry, can I point anything to what?

8 Q. Can you point to any specific harm that
9 occurred while the Orange County litigation was
10 pending?

11 MR. VALENTE:

12 Objection.

13 A. It would still be the same thing, right?
14 Confidential information was put out into
15 public domain, and that is harmful in itself.

16 BY MR. MCCABE:

17 Q. Is there anything subsequent to that -- that
18 disclosure being put out, that was harmful to
19 the company?

20 A. I can't pinpoint anything specific.

21 Q. And would that be the same answer for Enochian
22 APS as well? I wasn't clear which company I
23 was talking about.

24 A. Yeah, it would be the same for both.

25 Q. At the board meeting prior to filing the

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1 Vermont action, was it ever discussed what the
2 affect on Bob's reputation would be from the
3 filing?

4 MR. VALENTE:

5 Objection.

6 A. I'm not aware that there was ever a
7 conversation about his reputation when it came
8 to this. It was a business decision based on
9 the fact that confidential information had been
10 disclosed, and what could we do to mitigate the
11 risk of that getting out further, or any other
12 confidential information getting out. But that
13 wasn't a decision point, I don't believe.

14 BY MR. MCCABE:

15 Q. Was anybody on the board frustrated with Bob?

16 A. Frustrated is a subjective word. I don't know
17 what you mean by that.

18 Q. In your communications with the different board
19 members, did anybody ever express that they
20 were angry with what he had done?

21 A. You're saying for -- with my communication,
22 specifically?

23 Q. Correct.

24 A. I never heard anybody say that they were angry
25 with him.

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1 Q. I'm going to upload another exhibit. Maybe I'm
2 not -- if you could reset your Exhibit share
3 please.

4 (Exhibit 6 was marked for
5 identification.)

6 A. Okay.

7 BY MR. MCCABE:

8 Q. This is a report prepared by Weaver Group. Do
9 you know who commissioned this report to be
10 completed?

11 A. I became familiar with this report during this
12 litigation. I had never seen this before.
13 It's my understanding in preparing for this,
14 that Olie Albigard [sic] commissioned this, but
15 it was not by request of us or Enochian. We
16 didn't request it. Quite frankly, I never saw
17 this till this litigation. I've never seen
18 this report before. I do understand that maybe
19 there were one or two other individuals at
20 Enochian that may have, but I never saw this
21 report. And it's my understanding that it was
22 not commissioned by us. It was not approved by
23 us. It was not paid by us, and we never did
24 anything with this.

25 Q. What's Olie Albigard, am I saying his name

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1 A. Let me read it. Just that first sentence,
2 first bullet?

3 Q. The five bullets there.

4 A. Okay. Okay, I've read it. I don't
5 specifically remember focusing on this -- like
6 I said, I was shown the report that it existed,
7 I didn't really read it in depth.

8 Q. Would you agree that it's a business risk
9 assessment for Enochian BioSciences?

10 MR. VALENTE:

11 Objection. I mean, you can answer.

12 A. We didn't commission this, so regardless of
13 what it says, we didn't commission this report.
14 So I can't opine on the motivation or
15 background on what's here.

16 BY MR. MCCABE:

17 Q. And this report, was it ever shown to the
18 board?

19 A. I wasn't aware of it. And it's my
20 understanding that outside of one or two other
21 privy people, that most people aren't aware of
22 this report.

23 Q. And the one or two other people, is Rene
24 Sindlev and who else?

25 A. Mark Dybul.

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1 Q. Do you know if either Rene Sindlev or Mark
2 Dybul took any action based on this report?

3 A. It's my understanding that this report, no one
4 took action on Enochian's behalf.

5 Q. Do you know if anyone took action on any
6 personal behalf?

7 A. I'm --

8 MR. VALENTE:

9 Objection, that's outside of the
10 company's knowledge.

11 A. I don't know.

12 MR. VALENTE:

13 Yeah, it's outside of the topic, I
14 guess you can answer if you know.

15 A. I have no idea. Again, I didn't even know this
16 report existed until this litigation happened.

17 BY MR. MCCABE:

18 Q. Do you know if Rene Sindlev or Mark Dybul
19 distributed this report to anyone?

20 A. To my recollection, I don't know. I'm not
21 aware that they have.

22 Q. Does Enochian BioSciences Incorporated continue
23 any contracts with Weaver Group?

24 A. No.

25 Q. Is there any specific reason why not?

Robert Wolfe and Crossfield, Inc. v. Enochian BioSciences, Inc. et al.,
Civil Action No. 2:21-cv-00053-cr (D. Vt.)

WITNESS: Luisa Puche (Rule 30(b)(6) Deposition)

DATE OF DEPOSITION: June 24, 2022

DEPOSITION ERRATA SHEET

Page No.:	Line No.:	Change or Correction and Reason:
11	24	Change “Whitter” to “Wittekind” (Correction)
12	15	Change “Whitter” to “Wittekind” (Correction)
12	20	Change “Whitter” to “Wittekind” (Correction)
12	23	Change “Whitter” to “Wittekind” (Correction)
13	15	Change “Whitner” to “Wittekind” (Correction)
22	24	Change “trading, there was. Code of Ethics, I believe” to “trading policy was in place. I believe the Code of Ethics was also in place.” (Clarification)
24	20	Change “in from 2018” to “from 2018” (Correction)
24	25	Change “that where” to “where” (Correction)
28	19	Change “write” to “prepare” (Clarification)
29	8	Change “but that” to “it is my understanding that there were deficiencies with Mr. Wolfe’s original drafts of SEC filings, not with Enochian’s overall process for SEC filings. (Clarification)
29	8	Change “is my understanding” to “That is my understanding” (Clarification)
30	17	Change “So I did” to “I did” (Clarification)
61	23	Change “any” to “anything” (Correction)
74	12	Change “that, that” to “that that” (Correction)
77	3	Change “that this” to “that with respect to this” (Clarification)
103	1	Change “council” to “counsel” (Correction)
104	1	Change “little bit more” to “little bit more noticeable” (Clarification)

DocuSigned by:

 SIGNATURE: _____
 LUISA PUCHE

DATE: 8/8/2022 _____